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No. 87-258

In The
Supreme Court of the United States
October Term, 1987

FRANK BENEVENTO AND JOSEPH BENEVENTO,
Petitioners,

vs.

MOBIL OIL CORPORATION,
Respondent.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED

Did the California Court of Appeal err by holding that Petitioners' state law claims are essentially for wrongful termination of Petitioners' franchise and that therefore they are preempted by the Petroleum Marketing Practices Act ("PMPA")?

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BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

INTRODUCTION

The court below found that the essence of Petitioners' state law allegations is a claim for wrongful termination of their petroleum products franchise. Since California's common-law remedies are not "the same as" those of the PMPA (*See*, 15 U.S.C. § 2806(a)), the court concluded that Petitioners' claims "are preempted by the PMPA and therefore cannot be maintained under California law." App. 6a.

Petitioners contend that their claims should be interpreted as being "*extraneous* to the franchise relationship".

Pet. 3 (emphasis in original). Based on this interpretation, they conclude that they can prosecute the claims without regard for the requirements of the PMPA.

The only question is which interpretation of Petitioners' allegations is correct. That question is of concern to the parties in this case only. At best, it is a question of state law of no concern to this Court. Moreover, the court below answered it correctly.

Petitioners have not identified any federal issue of consequence or as to which there are conflicting decisions requiring resolution by this Court. The Petition should be denied.

———o———

STATEMENT OF THE CASE

Petitioners operated a service station as franchisees of Mobil Oil Corporation ("Mobil"). Before the franchise was entered into Mobil notified Petitioners in writing that the franchise was subject to an underlying lease between Mobil and the owner of the service station property, and that if Mobil did not renew the lease it would expire and terminate the franchise prematurely. Mobil decided not to renew the underlying lease, and it expired, thus terminating Petitioners' franchise. The PMPA expressly validates termination in these circumstances. 15 U.S.C. § 2802(c)(4).

Petitioners sued Mobil in the California state court. Their complaint alleged:

> As a result of the acts of defendants . . . plaintiffs' service station was terminated . . . . [P]laintiffs lack

> adequate contract damages to make them whole for losses incurred due to termination of the service station lease.
>
> As a direct and proximate result of the acts of defendants . . . plaintiffs have sustained damages by reason of loss of profits from the operation of the gas and service station . . . .
>
> * * *
>
> Defendants failure to renew the underlying lease to the premises and failure to disclose their intention not to renew the lease were acts designed to disrupt Plaintiffs' economic relationships by preventing Plaintiffs from continuing their service station operations at the premises . . . . Plaintiffs' customers were denied access to plaintiffs' services because of the closure of plaintiffs' service station . . . .

Complaint ¶¶ 8-9, 22.

Petitioners characterized the legal theories of their complaint as (1) breach of an implied covenant of good faith and fair dealing, (2) fraud, and (3) interference with prospective economic advantage. Mobil answered the complaint, denying the charges on the merits. Mobil also moved for summary judgment on the ground that Petitioners' complaint was essentially for wrongful termination of the franchise and therefore was preempted by the PMPA. The trial court denied the motion.

The state court of appeal reversed, holding Petitioners' claims preempted. The court's analysis was that:

> [In] essence each of [Petitioners'] claims is for the termination of their franchise . . . . Termination of the ground lease, for whatever purposes and with or without honest disclosure, was significant to the Beneventos only because it worked a termination of the franchise.

> The courts have perceived, and the language and legislative history of the PMPA support, a congressional intent that claims which, in the last analysis, are for assertedly improper termination of a petroleum franchise be brought under the PMPA or local law which is "the same as" the PMPA. Only in this way can some semblance of uniformity in the treatment of such claims be assured.

App. 5a.

Since Petitioners sought to invoke local law remedies that are not "the same as" the PMPA, the court held that their claims "are preempted by the PMPA and therefore cannot be maintained under California law." *Id.* 6a. The California Supreme Court declined to review that decision. App. 1b. Now Petitioners want this Court to review it on certiorari.

SUMMARY OF ARGUMENT

The parties agree that: (1) The PMPA governs the standards for terminating petroleum franchises; (2) Under the PMPA, a franchisor may terminate a franchise if the underlying groundlease expires; and (3) The PMPA expressly preempts any state law remedies related to franchise termination not "the same as" the PMPA. The case law unanimously agrees.

The court of appeal reviewed this law, scrutinized the complaint and determined that Petitioners' claims are preempted by the PMPA because "in essence each of [the] claims is for the termination of their franchise." App. 5a.

Petitioners quarrel with the court of appeal's interpretation of their complaint and ask this Court to review it. But there is nothing of consequence to review. At most,

this case involves the interpretation of a state law complaint by an intermediate appellate state court (not "a state court of last resort," S.Ct. Rule 17(b)), which concerns only these parties and is best left to the state court in any event. Moreover, the court of appeal's decision was correct. There is no reason to grant review and the Petition should be denied.

ARGUMENT

The parties agree on the law. The PMPA governs the standards for the termination or non-renewal of gasoline franchises. "Congress enacted the PMPA in an effort to protect 'franchisees from arbitrary or discriminatory termination or non-renewal of their franchises.'" *Brach v. Amoco Oil Co.*, 677 F.2d 1213, 1216 (7th Cir. 1982) (quoting S. Rep. No. 95-731, 95th Cong., 2d Sess. 15, *reprinted in*, [1978] U.S. Code Cong. & Ad. News 873, 874 ["Senate Report"]). Pet. 6. Thus, the PMPA defines the circumstances that will justify a termination or non-renewal of a franchise.

One such circumstance is "[t]he occurrence of an event which is relevant to the franchise relationship" that makes "termination of the franchise . . . reasonable." 15 U.S.C. § 2802(b)(2)(C). And, one such "event" is "loss of the franchisor's right to grant possession of the leased marketing premises through expiration of the underlying lease."[1]

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[1] Termination of a franchise is permissible if the franchisee had written notice, before the commencement of the franchise term, of the duration of the underlying lease and the fact that it might expire. Petitioners concede that those conditions were met here. Complaint ¶¶ 5, 7.

15 U.S.C. § 2802(c)(4). The legislative history of the PMPA makes it clear that a termination under this section is reasonable even if the franchisor declined an option to renew the ground lease: "Expiration of the underlying lease could occur under a variety of circumstances, including, for example, a decision by the franchisor not to exercise an option to renew the underlying lease." Senate Report at 896.[2]

The parties also agree that "Congress clearly intended to provide uniform minimum standards for the termination and non-renewal of franchises and to bar state regulation of this area." *Continental Enterprises, Inc. v. American Oil Co.*, 808 F.2d 24, 27 (8th Cir. 1986). Pet. at 9. The PMPA thus expressly preempts any state law remedies, including common law claims, that are not "the same as" those in the PMPA. 15 U.S.C. § 2802; *San Diego Building Trades Council v. Garmon*, 359 U.S. 236, 246-47 (1959); *Continental Enterprises, Inc. v. American Oil Co.*, 628 F. Supp. 126, 128-130 (W.D. Mo. 1986); *Graeber v. Mobil Oil Corp.*, 614 F. Supp. 268, 271 (D. N.J. 1985); *Siecko v. Amerada Hess Corp.*, 569 F. Supp. 768, 772-773 (E.D. Pa. 1983); *Huth v. B.P. Oil, Inc.*, 555 F. Supp. 191, 194 (D. Md. 1983); *Meyer v. Amerada Hess Corp.*, 541 F. Supp. 321, 332 (D.N.J. 1982); *Nesheiwat v. Mobil Oil Corp.*, Bus. Franch. Guide (CCH) ¶ 8283 (C.D. Cal. 1984). The PMPA does not preempt state law remedies that do not concern the termination or non-renewal of franchise, 15 U.S.C. § 2802; *Exxon*

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2 This provision reflects Congress' recognition of "the importance of providing adequate flexibility so that franchisors may initiate changes in their marketing activities to respond to changing market conditions and consumer preferences." Senate Report at 877.

Corp. v. Georgia Ass'n of Petroleum Retailers, 484 F. Supp. 1008, 1017 (N.D. Ga. 1979), *aff'd*, 644 F.2d 1030 (5th Cir. 1981), *cert. denied*, 454 U.S. 932 (1981).

In short, the parties, the courts and the legislature all agree on what the law is. The only question is whether it was correctly applied by a California intermediate appellate court in this particular case. That is not a matter for the Court's review. *See* S.Ct. Rule 17(b) ("Special and important reasons" for granting review include "*when a state court of last resort* has decided a federal question in a way that conflicts with the decision of . . . a federal court of appeals") (emphasis added); *Ross v. Moffit*, 417 U.S. 600, 616-17 (1974) ("this court's review . . . is discretionary and depends on numerous factors other than the perceived correctness of the judgment we are asked to review").

In any event, the court of appeal's decision that "in essence each of [Petitioners'] claims is for the termination of their franchise" was correct. Petitioners allege that Mobil "failed to renew the underlying lease" or to exercise the option to renew. Complaint ¶ 7. Petitioners then allege that "as a result of the acts of defendants . . . plaintiffs' service station lease was terminated" and "losses were incurred due to the termination of the service station lease." Complaint ¶ 8. They sought damages from Mobil for this conduct.

The Court below analyzed the complaint and found that, "[t]ermination of the ground lease, for whatever purposes and with or without honest disclosure, was significant to the Beneventos only because it worked a termination of the franchise." App. 5a. Therefore, the court held that the claim can "be brought only under the PMPA or local law

which is 'the same as' the PMPA." *Id.*[3] This was correct, and supported by all the authorities that have addressed the question. *See Nesheiwat v. Mobil Oil Corp.*, Business Franchise Guide (CCH) ¶ 8283 at 14939-40. (C.D. Cal. 1984) ("common law claims, including fraud and contract claims, are included in the scope of preemption under the PMPA to the extent they purport to apply to issues of franchise termination or nonrenewal contrary to the effect of the PMPA"); *W&S, Inc. v. Atlantic Richfield Co.*, Business Franchise Guide (CCH) ¶ 8207 at 14,593 (N.D. Cal. 1984) ("The PMPA expressly preempts any California law which purports to touch on [termination and non-renewal] unless their provisions are 'the same as' the PMPA"); *Continental Enterprises, Inc. v. American Oil Co.*, 808 F. Supp. 24, 28 (D. Conn. 1979) (Court holds tortious interference with contract, breach of contract and misrepresentation claims preempted: "Continental's main contention is that Amoco wrongfully failed to renew the 1971 franchise agreement or wrongfully terminated the 1980 agreement. These allegations fall squarely within the area covered by the PMPA").

---

[3] Petitioners suggest that their claims are based upon affirmative misrepresentations by Mobil that induced them to believe that the franchise relationship would be a continuing one. This claim is belied by the contract, which expressly stated the date that the groundlease expired and that the franchise would end if the groundlease ended. Parole evidence is inadmissible to contradict this express agreement. *E.g., Nimmo v. Fitzgerald,* 202 Cal. 565 (1927). But even this is irrelevant. The PMPA took into account the effect of representations by a franchisor in setting termination standards: "[T]he expectation [of a continuing relationship] . . . is often the result of, and fostered by, statements and actions of the franchisor." Senate Report at 876. Congress clearly recognized the potential for claims like Petitioners', established PMPA standards to deal with them, and preempted any different common law remedy.

Petitioners cite a number of cases in an effort to demonstrate "conflicting views contained in reported decisions." Pet. 10-11. *Bellmore v. Mobil Oil Corp.*, 783 F.2d 300 (2d Cir. 1986); *Humboldt Oil Co. v. Exxon Co.*, 823 F.2d 373 (9th Cir. 1987); *Consumers Petroleum Co. v. Texaco*, 804 F.2d 907, 912 (6th Cir. 1986); *Jiminez v. B.P. Oil, Inc.*, 652 F. Supp. 329, 333 (D. Md. 1987). But these cases are either consistent with the court of appeal's decision and the on-point case law, or inapposite. *Bellmore* and *Jiminez* hold that a state law requiring a franchisor to pay for the goodwill of a station upon termination is not preempted by the PMPA. The rationale is that such a remedy is available irrespective of the validity of a franchise termination, and therefore does not concern the standards for termination. *Bellmore*, 783 F.2d at 305; *Jiminez*, 652 F. Supp. at 333. *Bellmore* and *Jiminez* are different from this case, and call for a different result.

Consumers Petroleum supports the court of appeal's decision. Plaintiff there purported to state a fraud claim based on a franchisor's failure to notify it of its intention to withdraw from the market. The court held the claim preempted:

> [The PMPA] does preempt any state law with respect to "grounds for, procedures for and notification requirements" with respect to terminations and nonrenewals . . . [and] expressly preempts any state law providing remedies or penalties for any violations of the notice provisions of the Act.
>
> * * *
>
> If we were to hold that the state law claims could proceed, the impact of the misrepresentation or fraud claims would produce a result in complete variance with what the notice provision of the Act requires.

804 F.2d at 915 (citations omitted). Similarly here, Petitioners' tort claims would make actionable a termination that is concededly lawful under the PMPA.[4] That would turn the PMPA on its head and frustrate its objectives.

Finally, *Humboldt* is irrelevant. It held that a franchisee may not frustrate the purposes of the PMPA by assigning a franchise (but continuing to operate it) to avoid legitimate termination based on the franchisee's felony conviction. If *Humboldt* says anything relevant to this case, it is that franchisees cannot use legal gymnastics to avoid the terms of the PMPA. That too supports the court of appeal's decision.

In short, the cases consistently reject franchisees' efforts to avoid the terms of the PMPA by creative pleading. That is exactly what the court of appeal rejected, too. Plaintiffs premise their tort claims on Mobil's "failure to renew the underlying lease," which falls squarely within the standards set out in the PMPA.[5] Petitioners want to

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[4] Indeed, Petitioners' failure to allege a claim under the PMPA is solid evidence that they admit the termination complied with PMPA standards.

[5] Petitioners say that the purpose of the PMPA was to "protect franchisees" (Pet. 6), and that their state law tort claims should be allowed because they provide franchisees with "additional" protection. Pet. 10. This is wrong. Congress determined to protect franchisees by creating uniform standards governing the termination of franchises. Petitioners' supposed rule would interfere with Congress' chosen method and is therefore preempted:

> [I]t is not enough to say that the ultimate goal of both federal and state law [is the same]. A state law also is preempted if it interferes with the methods by which the federal statute was designed to reach this goal.

International Paper Co. v. Ouellette, — U.S. —, 107 S. Ct. 805, 813 (1987) (Common law nuisance claims preempted because they interfere with standards of Clean Water Act).

impose different state-law standards and subject Mobil to liability for doing just what the PMPA allows. Petitioners thus seek a remedy that is the converse of, not "the same as," the PMPA remedy. That is exactly what the PMPA prohibits, and what the court of appeal held preempted. There is nothing to review.

CONCLUSION

The court of appeal's decision presents no issue of consequence. At most, the decision involves interpretation of a complaint that has no bearing on any other case and that was correct in any event. Accordingly, Mobil respectfully requests the Court to deny the Petition for Certiorari.

Respectfully submitted,

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September 10, 1987

RULE 28.1 LIST

APPENDIX A

Mobil Oil Corporation is a wholly owned subsidiary of Mobil Corporation which is publicly held. Listed below are the affiliates and subsidiaries of Mobil Corporation, Mobil Oil Corporation, and their affiliates and subsidiaries which are or may be publicly held. For purposes of this list only companies in which a five percent (5%) or greater interest is held are considered.

NAME OF COMPANY

Abu Dhabi Petroleum Company Limited
Ace Polymer Co., Ltd.
Adria-Wien Pipeline Gesellschaft m.b.H.
AIMCO (ALPHA) Shipping Company
AIMCO Holdings Limited
AIMCO (OMEGA) Shipping Company Ltd.
Aircraft Fuel Supply B.V.
Airtankdienst Koln
AK Chemie GmbH
AK Chemie GmbH & Co kG
Akauma Rekisei Kogyo Kabushiki Kaisha
Alexandroupolis Petroleum Installation S.A.
Allied Asphalts Limited
Alpa Alet Ve Dayanikli Tuketim Mamullori Pagariama A.S.
Altona Petrochemical Company Limited
Alyeska Pipeline Service Company
Ammenn GmbH
Ankara Gaz Satis Anonim Sirketi
Arabian American Oil Company
Arabian Energy Company Limited, The
Arabian International Maritime Company Limited
Arabian International Maritime Company
The Arabian Petroleum Supply Company (S.A.)
Arabian Shipping & Trading Company S.A.
Arabian Trading Company S.A.
Aral Aktiengesellschaft

A/S Fjellvegen
The Associated Octel Company Limited
Associated Octel Company (Plant) Limited
ATAS-Anadolu Tasfiyehanesi Anonim Sirketi
Atlas Sahara S.A.
Australian Synthetic Rubber Company Limited
Autobahn-Betriebe Gesellschaft m.b.H.
Aviation Fuel Services Limited
Aygaz Anonim Sirketi
B.V. Beheersmaatschappij MOBEM
Bayerische Erdgasleitung GmbH
Bin Sulaiman Mobil Towers
Bayerische Mineral Industrie A.G.
Beer GmbH
Beer GmbH & Co. Minerol-Vertriebe—KG
Bosques Nacionales, Ltda.
Bow Fortune S.A.
Bow Spring Shipping S.A.
Bow Star S.A.
Bow Sun S.A.
Brussels Airfuels Service S.C.
Buffalo River Improvement Corporation
Canner's Steam Company, Incorporated
Cansulex Limited
Canyon Reef Carriers, Inc.
Cartoenvazes Valencia, S.A.
Carton de Colombia, S.A.
Carton de Venezuela, S.A.
Cartones Nationales, S.A.
CAS (Combined Automation Systems) B.V.
Celmisia Shipping Corporation
Celulosa y Papel de Colombia, S.A.
Central African Petroleum Refineries (Pvt) Limited
Central Kagaku Kabushiki Kaisha
Cercera, S.A.
Changi Airport Fuel Hydrant Installation Pte. Ltd.
Chuo Nenryo Gas Kabushiki Kaisha
Colombianos Distribuidores de Combustibles, S.A. (CODI)
Colonial Pipeline Company
Comet-Brennstoffdienst GmbH.
Commercial Polymers Pty. Ltd.

Commodore Maritime Company, S.A.
Compagnie Africaine de Transport Cameroun
Compagnie D'Entreposage Communautaire
Compagnie Rhenane de Raffinage
Compagnie Senegalaise des Lubrifiants (C.S.L.)
Compania Colombiana de Empaques Bates, SSA
Compania Colombiana De Forestacion S.A.
Compania de Lubricants' de Chile Limitada
(Copec-Mobil Ltda.)
Compania Mexicana de Especialidades Industriales,
S.A. de C.V.
Consortium Raymond Duez
Constructora Calle 70, S.A.
Cook Inlet Pipe Line Company
Corrugadora de Carton, S.A.
Cyprus Petroleum Refinery Limited
D. Muhlenbruch GmbH
D. Muhlenbruch GmbH & Co. KG
Dai Nippon Jushi K.K.
Dearborn Land Company
De. Ba. S.p.A.—Industria Petrolifero Deposito di Bari
Depot Petrolier de Mourepiane
Depot Petrolier du Gresivaudan
Deport de Petrole Cotiers
Depots Petroliers de La Corse (DPLC)
Deutsche Pentosin-Werke GmbH
Deutsche Transalpine Celleitung GmbH
Dicomi S.r.l.
Dixie Pipeline Company
Dukhan Services Company
East Japan Oil Development Company Ltd.
Eastern Lease Company Ltd.
East Texas Salt Water Disposal Company
Emoleum (Asphalts) Limited
Energas S.r.l.
Entrepot Petrolier de Chambery
Entrepot Petrolier de Dijon
Entrepot Petrolier de Mulhouse (E.P.M.)
Entrepot Petrolier de Nancy
Enterprise Jean Lefebvre

Erdgas-Verkaufs-Gesellschaft mbH
Erdoel-Lagergesellschaft mbH
Erdoel-Raffinerie Neustadt GmbH & Co. oMG
Erdoelbetrieb Reitbrook
Etablissments Bouthenet
Ets. Le Goff
Europetrol S.p.A.
Faavang Autoverkstad A/S
FACEL
Fairwind Maritime Company, S.A.
Felix Oil Company
Fibil, S.A.
Fibras Internacionales de Puerto Rico, Inc.
Filtros De Costa Rica S.A.
Finsbury Printing Limited
Frome-Broken Hill Company Proprietary Limited
Fruehmesser Mineraloelhandeis GmbH & Co. KG
Fruehmesser GmbH
Fuso Operations Kabushiki Kaisha
Futuro Enterprises (Christchurch) Ltd.
Futuro Homes (N.Z.) Ltd.
Gatwick Refueling Services Limited
Gaz Aletleri Anonim Sirketi
Geomines-Caen
Geovexin
Ghana Bunkering Services Limited
Goteborgs Branslesortering AB
Groupement Immobilier Petrolier G.I.P.
Groupement Petrolier Aviation G.P.A.
Groupement Petrolier De Brest (GPB)
Handelmaatschappij Hugenholtz & Co. B.V.
Haniel Handel Gmbh
H. van der Heijden Service Stations B.V.
Heizoel-Handelsgesellschaft mbH
Hellas Gas Storage Company S.A.
Hormoz Petroleum Company
Hydranten-Betriebs-Gesellschaft, Flughafen Frankfurt
Imbert G. Distribution De Produits Petroliers
Inmunizadoras Unidas, S.A.
Industria De Carbon Del Valle Cauca, S.A.

Induustria Interamericana De Filtros Ltda. (INTERFIL)
Iranian Oil Participants Limited
Iranian Oil Services (Holdings) Limited
Iranian Oil Services Limited
Iraq Petroleum Company, Limited
Iraq Petroleum Pensions Limited
Iraq Petroleum Transport Company Limited
Iside, S.p.A.
Istanbul Petrol ve Makine Yaglari Limited Sirketi
Italoil S.p.A.
Japan Airport Fueling Service Co. Limited
J.E.C.O.P.
K.K. Sankyo Plastics
K.K. Toresen
Kanto Kygnus Sekiyu Hambai K.K.
Karl Storz Gmbh & Co. KG
Kawasaki Kygnus Sekiyu Hambai Kabushiki Kaisha
Keinin Kygnus Sekiyu Hambai Kabushiki Kaisha
Keiyo Sea-Berth Company, Limited
Kettleman North Dome Association
Klaus Koehn GmbH
Klaus Koehn GmbH & Co. Mineraloel KG
Kobe Port Service Kabushiki Kaisha
Kurt Ammenn GmbH & Co. K.G.
Kygnus Ekika Gas Kabushiki Kaisha
Kygnus Kosan Kabushiki Kaisha
Kygnus Sekiyu Kabushiki Kaisha
Kyokyto Petroleum Overseas, Ltd.
Kyokuto Sekiyu Kogyo Kabushiki Kaisha
Leporati S.p.A.
Les Supermarches De Cote D'Ivoire
Kikit Petrol Gazi ve Yakit Ticaret A.S.
Loba Chemie Gesellschaft mbh
Lubland Limited
Lubricantes del Sur, S.A.
Marceaux & Cie
Mateo Tankers (U.K.) Limited
Maury Manufacturing Company, Inc.
Mediterranean Refining Company
Meentzen & Franke GmbH & Co.

Mertl GmbH
Mineralol-Handels-Gesellschaft Mbh
Mobil Atlas Sociedad Anonima de Capital Variable
Mobil Catalystst Corporation of Japan
Mobil Comercio, Industria e Servicos Ltda.
Mobil Gaz-Mobil Petrol Gazlari Anonim Sirketi
Mobil Korea Lube Oil Industries Inc.
Mobil Motor Rest AG
Mobil Nile Oil Company
Mobil Oil Gabon
Mobil Oil Ghana Limited
Mobil Oil Maroc
Mobil Oil Nigeria Limited
Mobil Oil Nord-Africaine
Mosul Petroleum Company Limited
Motel Rest SA
Mt. Marrow Blue Metal Quarries Pty.
Near East Development Corporation
Neptune Bulk Terminals (Canada) Ltd.
New Zealand Refining Company Limited, The
New Zealand Synthetic Fuels Corp. Ltd.
New Zealand Synthetic Fuels (Housing)
Corporation Limited
Nichimo Oil (Bermuda) Co., Ltd.
Nichimo Sekiyu Seisei Kabushiki Kaisha
Nippon Unicar Company Limited
Norddeutsche Erdgas-Aufbereitungs GmbH
Nottingham Gas Limited
Nuova Europetrol S.p.A.
N.V. Rotterdam-Rijn Pijpleiding Maatschappij
N.V. Socony-Standard-Vacuum Oil Company
Occidental de Empaques, Ltda.
Octel Associates
Octel S.A.
Oilkol (Proprietary) Limited
Oil Service Company of Iran (Private Company)
Oldenburgische Erdoel Gesellschaft mit
beschrankter Haftung
Olympic Pipe Line Company
Osage Pipe Line Company

P.T. Arun Natural Gas Liquefaction Company
P.T. Berau Coal
P.T. Stanvac Indonesia
Paloma Pipe Line Company
Pars Investment Corporation
Paul Harling Mineralole Gmbh & Co. KG
P.6—Groep B.V.
Perretti Petroli S.p.A.
Petrocab
Petrogas Processing Ltd.
Petroleum Development (Cyprus) Limited
Petroleum Refineries (Australia) Proprietary Limited
Petroleum Services (Middle East) Limited
Petroleum Tankship Company Inc.
Petrol Fuel S.p.A.
Petromin Lubricating Oil Refining Company
Petromin-Mobil Yanbu Refinery Company Ltd.
Pipe Line Banal de La Goulette
Plegadizos para la Industria S.A.
Poly Oil Chimie (P.O.C.)
Products Derivados de la Sal, S.A.
Progas Limited
Qatar Petroleum Company Limited
Qualbank, Inc.
Rainbow Pipe Line Company, Ltd.
Reforestadora Andina, S.A.
Reforestadora del Cauca, S.A.
Rhodes Petroleum Installation S.A.
Rivers Court Estates, Limited
Road Binders (Proprietary) Limited
Rohol-Aufauchungs Gesellschaft mbH
Rundel Mineralolvertrieb Gmbh
Samarco (Alpha) Shipping Company
Samarco (Beta) Shipping Company
Santa Clara Waste Water Company
Sanwa Kasei Kogyo Kabushiki Kaisha
Sarni S.p.A.
Saudi Arabian Maritime Company
Saudi Can Company, Ltd., The

Saudi Chemical Industries Company Limited
Saudi Maritime Company Ltd.
Saudi Tankers Limited
Saudi Yanbu Petrochemical Company
Schubert Kommanditgesellschaft
Segher de Mexico, S.A. de C.V.
Seibu Kygnus Sekiyu Hambai Kabushiki Kaisha
SENERCO
Seram Societa per Azioni (S.p.A.)
Sierra Leone Petroleum Refining Company Limited, The
Sociedad Calle 67, Ltda.
Sociedade Portugal Marrocos SARL
Societa Italiana per l'Oleodotto Transalpino, S.p.A.
Societe Africaine de Raffinage
Societe Alfred Ott & Cie
Societe Beige de Transport par Pipeline S.A.
Societe Camerounaise des Depots Petroliers (S.C.D.P.)
Societe Camerounaise Equatoriale De Fabrication
De Lubrifiants "S.C.E.F.L."
Societe Civile de Mustapha
Societe Civile Immobiliere Courcelles-Etoile
Societe Civile Immobiliere de Construction
de 34 Avenue du General Leclerc a Boissy-St-Leger
Societe Civile Immobiliere de Construction
"La Residence Brune"
Societe Civile Immobiliere du 10 Bd. de la
Republique A La Garenne-Colombes
Societe Civile Immobiliere Kleber-Etoile
Societe Civile Immobiliere La Fontaine Saint Lucien
Societe Dahomeenne d'Entreposage de Produits
Petroliers
Societe d'Armement Fluvial et Maritime "SOFLUMAR"
Societe de Construction & de Gestion CM 12
Societe de Distribution Castelroussine (SODICA)
Societe de Gaz D'Oceanic (SOGADOC)
Societe de Gestion des Stocks Petroliers de Cote D'Ivorie
Societe de Manutention de Carburants Aviation
(S.M.C.A.)
Societe de Manutention de Carburants Aviation
Dakar-Yoff

Societe de Manutention de Carburants Aviation de Tahiti (SOMCAT)
Societe de Materialx d'Etancheite Pour Le Enterprises (Meple)
Societe d'Entreposage de Bobo-Dioulasso (S.E.B.)
Societe d'Entreposage d'Hydrocarbures de Bingo (SEHBI)
Societe d'Entreposage de San Pedro (SESP)
Societe d' Entreposage Petrolier au Burundi
Societe d'Habitations a Loyer Modere de la Seine Maritime
Societe des Bitumez et Cut-Backs du Cameroun
Societe Des Huiles Lemahieu
Societe du Pipe Line Sud-Europeen
Societe Francaise Stoner-Mudge
Societe Gabonaise d'Entreposage de Produits Petroliers
Societe Gabonaise de Raffinage
Societe Industrielle des Asphaltes et Petroles de Lattaquia (Syrie) S.A.
Societe Ivoirienne de Fabrication de Lubrifiants (S.I.F.A.L.)
Societe Ivoirienne de Raffinage
Societe Mauritanienne d'Entreposage de Produits Petroliers
Societe Malienne D'Entreposage (SME)
Societe Nationale de Raffinage (Sonara)
Societe Nouvelle pour l'Dpuration des Muilec do Transforateura—Septro
Societe Pizo De Formulation De Lubrifiants (PIZOLUB)
Societe Tahitienne de Depots Petroliers
Societe Tchadienne O'Entreposage de Produits Petroliers
Societe Togolaise d'Entreposage (STE)
Sonarep (South Africa) (Proprietary) Limited
SONEX
South African Oil Refinery (Proprietary) Limited
South Saskatchewan Pipe Line Company
Statfjord Transport A.S.
Sydney Metropolitan Pipeline Pty. Ltd.
Syria Petroleum Company Limited

System Plaza Inc.
T.R. Miller Mill Company, Inc.
Tankbau Gmbh
Tanklagergesellschaft Koln-Bonn
Tecklenburg GmbH
Tecklenburg GmbH & Co. Energiebedarf K.G.
Thailand Lubricant Products Limited
Thailand Solvent Products, Ltd.
Thums Long Beach Company
T. M. Duche Co., Inc.
Toa Nenryo Kogyo Kabushiki Kaisha
Tohko Plastics Co., Ltd.
Tonen Energy International Corp.
Tonen Maintenance Kabushiki Kaisha
Tonen Sekiyu Kagaku Kabushiki Kaisha
Tonen Tanker Kabushiki Kaisha
Tonen Technology Kabushiki Kaisha
Total Centrafricaine de Gestion (TOCAGES)
Toyoshina Film Co., Ltd.
Tradewind Maritime Co., S.A.
Transalpine Finance Holdings S.A.
Transalpine Oelleitung in Oesterreich Gesellschaft m.b.H.
Trans-Arabian Pipe Line Company
Transgas Umschlags-Lager-Und Transport
Gesellschaft MbH
Turkish Petroleum Company Limited
Twifo Oil Palm Plantations Ltd.
UBAG Unterflur Betankungsanlage Flughafen Zurich
Union Grafica, S.A.
United Kingdom Oil Pipelines Limited
W.A.G. Pipeline Pty. Ltd.
Wako Kasei Kabushiki Kaisha
Wakohjushi Kabushiki Kaisha
Walton, Gatwick Pipeline Company Limited
Werner Weidemann Mineraloelvertrieb G.m.b.H.
Western Platinum Ltd.
West London Pipeline & Storage Limited
West Shore Pipe Line Company
Wilhelm Martl GmbH & Co. KG

Wolverine Pipe Line Company
WSG, Warmeservice Gmbh
Wyco Pipe Line Company
Wymondham Oil Storage Co., Limited
Zaire Mobil Oil
Zaire Services Des Enterprises Petrolieres